



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

PSF, RR

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied an Order requiring the Landlords to provide a service or facility and a rent reduction.

The Tenant stated that on January 02, 2021 the Dispute Resolution Package and evidence the Tenant submitted to the Residential Tenancy Branch in December of 2020 were personally served to each Landlord. The Tenant submitted a letter from a person who observed service of these documents.

On the basis of the testimony of the Tenant, the aforementioned letter, and the absence of evidence to the contrary, I find that the Dispute Resolution Package and evidence the Tenant submitted to the Residential Tenancy Branch in December of 2020 were served to each Landlord in accordance with section 89 of the *Residential Tenancy Act (Act)*.

As the aforementioned documents were properly served to the Landlords, the hearing proceeded in the absence of the Landlords and the evidence was accepted as evidence for these proceedings.

The Tenant provided affirmed testimony.

Issue(s) to be Decided:

Is the Tenant entitled to a rent reduction?

Is the Tenant entitled to mail service as a term of this tenancy?

Background and Evidence:

The Tenant stated:

- This tenancy began on December 01, 2019;
- Rent of \$1,000.00 is due by the first day of each month;

- When this tenancy began, the Landlords gave her keys to the rental unit and a key to the community post box used by the Landlords;
- She used that mail key to pick up her mail for most of the first year of her tenancy;
- The Landlords informed her that they lost their mail key and asked that she give them her mail key;
- She offered to provide them with a copy of her mail key, but she did not want to be left without a key;
- After a series of text messages, the Landlords had the mailbox re-keyed;
- On December 22, 2020 she discovered that her key no longer opened the mailbox;
- After December 22, 2020 the Landlords never provided her with mail that was delivered to their community mailbox;
- On December 23, 2020 she paid \$66.15 to rent a post office box for three months;
- On December 23, 2020 she paid \$58.28 to have mail forwarded from the Landlord's mailbox to her new post office box.

The Tenant is seeking \$124.43 for the cost of renting a post office box and for forwarding her mail to that box. The Tenant submitted documentation from Canada Post that corroborate her testimony that she incurred these costs.

The Tenant stated that she would like authority to reduce her next rent payment by \$124.43 in compensation for the costs she incurred.

Analysis:

On the basis of the undisputed evidence, I find that the Tenant was provided with a key to the community post box used by the Landlords when this tenancy began and that she used that mail key to pick up her mail for most of the first year of her tenancy. I therefore find that this was a service provided to her as a part of her tenancy.

On the basis of the undisputed evidence, I find that on December 22, 2020 the Landlords re-keyed their community mailbox, which prevented the Tenant from picking up her mail directly from that box.

Section 27(2)(b) of the *Residential Tenancy Act (Act)* permits a landlord to terminate a service or facility that is not an essential to the use of the unit as living accommodation and that is not a material term of the tenancy agreement if the Landlord reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.

I find that on, or about, December 22, 2020 the Landlords terminated the mail service that was provided to the Tenant with the tenancy. I therefore find that the Landlords were obligated to reduce the Tenants rent in accordance with section 27(2)(b) of the *Act*.

As the Tenant paid \$66.15 to rent a post office box for three months, I find that she is entitled to a rent reduction of \$22.05 per month, as this is a direct result of the Landlords' decision to terminate this service. I find, therefore, that the Tenant is entitled to a rent reduction of \$88.20 for the period between January 01, 2021 and April 30, 2021. I hereby authorize the Tenant to reduce her monthly rent by \$22.05 for any month after April of 2021.

As the Tenant paid \$58.28 to forward her mail from the Landlord's mailbox to her new post office box, I find that the Tenant is entitled to a rent reduction in this amount, as this cost was a direct result of the Landlords' decision to terminate this service.

Conclusion:

The Tenant has established she is entitled to a rent reduction of \$146.48 as a result of the Landlords terminating mail service at the rental unit. I hereby authorize the Tenant to reduce her rent payment for April of 2021 by \$146.48 in full satisfaction of that monetary claim.

I grant the Tenant authority to reduce her monthly rent by \$22.05 for any month after April of 2021.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 12, 2021

Residential Tenancy Branch